

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

ANTHONY FERRENTINO

Plaintiff,

-vs-

13-CV-1182C

HK CRAIG & ASSOCIATES, LLC,

Defendant.

This is a case brought pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (“FDCPA”). The parties agreed to settle the case and reduced the settlement to writing. Thereafter, the defendant refused to honor the settlement agreement. Before the court is plaintiff’s motion to enforce the settlement agreement (Item 13). Defendant has not responded to the motion.

“A settlement agreement is a contract that is interpreted according to general principles of contract law.” *Omega Eng’g, Inc. v. Omega, S.A.*, 432 F.3d 437, 443 (2d Cir. 2005). “The only essential prerequisite for a valid settlement agreement is that the parties assent to the terms and conditions of the settlement.” *N. Fork Country, LLC v. Baker Publ’ns, Inc.*, 436 F.Supp.2d 441, 445 (E.D.N.Y.2006). Here, the parties’ mutual assent is evident in an unambiguous written contract. Having reviewed the settlement agreement (Item 13-2), the court concludes that the written contract demonstrates the parties’ mutual assent, and is valid and enforceable under New York contract law. The words of the settlement are clear, and manifest “mutual assent sufficiently definite to assure that the parties are truly in agreement with respect to all material terms.”

Express Indus. & Terminal Corp. v. N.Y. State Dept. of Transp., 93 N.Y.2d 584, 589 (1999). Accordingly, the plaintiff's motion to enforce the settlement agreement is granted. The Clerk of the Court is directed to enter judgment for plaintiff in the amount of \$2,200.00 and close the case.

So ordered.

/s/ John T. Curtin
JOHN T. CURTIN
United States District Judge

Dated: March 18, 2015